

AGREEMENT
Between

**CAMDEN COUNTY BOARD
OF CHOSEN FREEHOLDERS**

and

**CAMDEN COUNTY CORRECTION OFFICERS
P.B.A. LOCAL #351**

**January 1, 2003
Through
December 31, 2005**

TABLE OF CONTENTS

	Preamble	3
Article I	Recognition	3
Article II	Checkoff.....	3
Article IIA	Agency Shop	4
Article III	Seniority	5
Article IV	Work Schedules	7
Article V	Overtime	7
Article VI	Call-In-Time.....	9
Article VII	Rates of Pay	9
Article VIII	Differential	10
Article IX	Longevity	11
Article X	Holidays	11
Article XI	Fringe Benefits.....	13
Article XII	Personnel Regulations.....	16
Article XIII	Sick Leave With Pay.....	16
Article XIV	Leave of Absence.....	18
Article XV	Funeral Leave.....	20
Article XVI	Vacations.....	20
Article XVII	Work Rules	22
Article XVIII	Safety and Health	22
Article XIX	Grievances.....	22
Article XX	Rights of Agent	25
Article XXI	Equal Treatment.....	26
Article XXII	Maintenance of Operations	26
Article XXIII	Management Rights	27
Article XXIV	Fully Bargained Agreement	28
Article XXV	General Provisions	28
Article XXVI	Insurance	29
Article XXVII	Duration of Agreement	38

PREAMBLE

This Agreement entered into this _____ day of _____, 2005, by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County" and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 3 5 1, hereinafter called "Association", has as its purpose the promotion of harmonious relations between the County and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and Association.

ARTICLE I RECOGNITION

Section 1. The County recognizes P.B.A. as the sole bargaining agent for the County Correction Officers, County Correction Sergeant and Investigator Sergeant in the Department of Corrections for the purpose of establishing salaries, wages, hours, and other conditions of employment, listed in the classifications set forth herein, and such additional classifications as the parties may later agree to include. Specifically excluded from the unit are all Superior Officers (Officers above the rank of Sergeant) in the Department of Corrections and all other classifications of employees employed by the County of Camden not listed above.

Section 2. The Rules and Regulations of the New Jersey Department of Personnel that apply to the employees covered by this contract are hereby acknowledged to be part of this Agreement.

ARTICLE II CHECKOFF

Section 1. The County agrees to deduct P.B.A. membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted and the aggregate deductions of all employees from whom deductions were made, shall be certified to the County by the Treasurer of the P.B.A..

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to P.B.A. and a copy to the Treasurer of Camden County, and in accordance with the provisions of N.J.S.A. 52:14-15.9e, as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

Section 3. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by notice of the Union to the County or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or by his expressly designated representative.

ARTICLE II-A AGENCY SHOP

Section 1. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and to transmit the fee to the majority representative.

Section 2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

Section 3. The fair share fee for services rendered by the Association, shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

Section 4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals 'in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

Section 5. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

Section 6. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 7. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise rise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

ARTICLE III SENIORITY

Section 1. Seniority is defined as an employee's length of service with the County of Camden within the Department of Corrections as a Correction Officer. Seniority shall be utilized within the Department as it applies to vacation selection, schedules, and bid posts.

(a) A top senior 40% of officers have the choice of picking their shift and/or post.

(b) The following posts are designated bid posts:

- i. Master Control
- ii. Mail Room
- iii. Information Desk
- iv. Visiting Floor
- v. Back Gate
- vi. Admissions Booth
- vii. Recreation - Inside & Outside
- viii. Admissions Processing (2 positions per shift)
- ix. Tunnel
- x. Loading Dock
- xi. Foot Patrol
- xii. Lobby Cash Window
- xiii. Road Crew #1
- xiv. Road crew #2
- xv. Road Crew #3
- xvi. 2 North Mods.
- xvii. 1 North Mods.
- xviii. 5 Center
- xix. 2 Center
- xx. Laundry
- xxi. Law Library
- xxii. Lobby Security

- xxiii. Kitchen
- xxiv. 5 North #1
- xxv. 5 North #2
- xxvi. 5 South #1
- xxvii. 5 South #2
- xxviii. Work Detail

- (c) After bid posts are filled, the remaining officers in the senior most 40% will bid on shift only.
- (d) Officers will have a Ninety day evaluation period for training to meet the criteria of the post selected. Failure to meet criteria for the post in the Ninety day evaluation period will result in removal of officer from the post.
- (e) For the purpose of training, officers can be reassigned at the discretion of the Shift Commander one day per week.
- (f) Officers can be removed from the post under the following conditions:
 - i. By the Warden for cause that may compromise the safety of staff, civilians, or residents or the security of the facility.
 - ii. By the Shift Commander only after the progressive discipline plan is met.

Any officer who is terminated, laid off, or otherwise reduced in force and is reinstated within one year shall have all credited time and service restored.

Section 2. An employee who has left employment with the County (exclusive of approved leave of absence) shall not accrue seniority for that period of time.

Section 3. If any dispute arises concerning two or more employees who were hired on the same date, the following shall apply:

- (a) Seniority preference shall be determined by the order in which employees names shall be found on the County resolution hiring them. In the event that the employees have the same date of hire they shall have their seniority determined by lottery drawing to be witnessed by representatives of the P.B.A. and the County.

Section 4. The County of Camden shall maintain an accurate, current seniority roster, containing each employee's date of hire, date of permanent status, classification and pay rate. Copies of this roster shall be made available to the P.B.A. annually and semi annually per year.

Section 5. In the event a vacancy occurs on any shift, schedule, or position, the County or its designee shall utilize the seniority factor in filling any shift or schedule vacancy provided the

assignment does not impact negatively on the health, safety or welfare of the Department. In the event that a promotion occurs and both candidates have equal ability to perform the assigned task, then the employee with the greatest seniority and the better performance evaluation rating shall be given preference.

Section 6. In the event any employee shall utilize his seniority for any shift vacancy or selection pick which may occur in the Department, that individual shall be given ninety (90) days to demonstrate that he has the ability to perform the task. An employee shall be given reasonable opportunity to correct deficiencies prior to the end of the ninety (90) day period which will be documented, given, and reviewed with the employee in an evaluation.

Section 7. All officers who are on leave and return to work shall have their seniority restored upon their return.

ARTICLE IV WORK SCHEDULES

Section 1. Where the nature of the work involved requires continuous operations on a 24 hour per day, seven (7) days per week basis, employees will have their schedules arranged in a manner which will ensure, on a rotation basis, that all employees in a given title will have an equitable share of Saturdays, and Sundays off.

Section 2. Employees shall work according to a basic schedule established by the Warden.

Section 3. The work schedule will be based on a forty (40) hour work week, and an eight (8) hour day.

Section 4. The work week shall commence at 12:01 a.m. Sunday and end at 12:00 Midnight Saturday.

Section 5. The tours of duty shall be established by the County, through the Warden, and the Warden shall have the right, for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule.

Section 6. Seven (7) days notice shall be given to an employee transferred to another shift or position.

ARTICLE V OVERTIME

Section 1. Overtime refers to any time worked beyond the regularly scheduled hours of duty as authorized by a supervisor.

Section 2. Employees shall have the option of taking compensatory time or cash payment for overtime. If any employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth below.

Section 3. Time and one-half the employee's hourly rate of pay shall be paid for work under the following conditions, including shift differential, if any:

(a) All work performed in excess of the employee's regular hours in any one day, and shall be based upon shift differential, if any applicable.

(b) All work performed in excess of an employee's regular hours of duty in any one week and shall be based upon shift differential, if any applicable, for which time and one-half or double time are paid shall not be included in the base weekly hours.

(c) Those employees whose regularly scheduled shift requires them to work a holiday shall receive time and one-half for the hours worked on that holiday in addition to the regular day's pay.

Section 4. Double time the employee's regular rate of pay (including shift differential, if any) shall be paid for work performed beyond the 16th consecutive hour, and such overtime payment shall include shift differential, if any be applicable.

Section 5. Overtime shall be paid currently or not later than the second pay period after the overtime is performed.

Section 6. Any employee who is required to work during periods other than his regularly scheduled shift shall be paid at the overtime rates, including shift differential, if any.

Section 7. Overtime shall be distributed as equitably as possible. The Shift Commander shall maintain a list in the shift commanders' office. Volunteers will work overtime in order of the list, starting at the top of the list. Officers ordered overtime will be ordered overtime in the order of the list, starting at the top. The Shift Commander may assign overtime to an officer if there exists a bona fide occupational qualification regardless of that officers placement on the list. Assignment of overtime shall be on a rotation basis. When an employee works a minimum of two (2) hours their name will be moved to the bottom of the list.

No officer shall be ordered to work two (2) tours of overtime in one pay period except in case of emergency. This is exclusive of volunteered overtime.

The Association President shall meet with the Warden monthly to review the overtime calling and to verify the procedure and overtime assignments.

Section 8. Effective the signing of the Agreement, all gun qualifying range time will be paid at time and one half if the officer is required to go qualify on his/her own time. It is understood that the Warden will have the discretion to schedule officers on County time.

Section 9. No employees shall have his work schedule or regular day off schedule changed at any time for the purpose of avoiding payment of overtime.

ARTICLE VI CALL-IN-TIME

Any employee who is required to return to work during periods other than his regularly scheduled shift shall be paid at the appropriate rate plus shift differential, and be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlap he shall be paid time and one-half for that period worked prior to the regular shift; thereafter, for the balance of his regular work shift, he shall be paid the prevailing rate.

ARTICLE VII RATES OF PAY

Section 1. Wages

The County shall pay all correction officers pursuant to the outline salary guide below the following salary increases effective January 1, 2003 and through December 31, 2005 as listed below.

County Correction Officers

The above employees will be paid in accordance with the following salary guide:

	ENTRY	1st-STEP	2nd-STEP	3rd-STEP	Maximum
01/01/03	29,639	35,649	41,029	44,957	55,003

01/01/04	30,825	37,075	42,670	46,755	57,204
01/01/05	32,057	38,558	44,377	48,626	59,491

County Correction Sergeant
Investigator Sergeant

The above employees will be paid in accordance with the following salary guide:

	Sergeant	Investigator Sergeant
01/01/03	61,161	71,194
01/01/04	63,608	74,042
01/01/05	66,152	77,003

Section 2. All employees hired during any of the above calendar years shall receive a full incremental step on their anniversary date of employment and in each subsequent year until reaching maximum.

Section 3. The salary authorized under this agreement shall be interpreted as being exclusive of any longevity pay authorized pursuant to the statute.

Section 4. An employee who performs work in a higher classification other than his own shall receive higher pay for such work from the first day of work in the higher classification. Payment for anytime so worked will be made semi-annually in pay periods thirteen and twenty-six.

Section 5. An employee shall be paid at the rate of pay for his own classification performing work in lower paid classification.

Section 6. During the term of this agreement, the above salaries shall not be reduced unless by the mutual consent of the parties to this Agreement.

Section 7. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the lowest rate of any employee holding that title, to which the promoted or reclassified employee is raised. However, in no event shall such an employee's salary be less than that which he received in his prior title.

Section 8. All employees, except as otherwise provided in this section, shall be granted a clothing allowance in the amount of six hundred and seventy-five dollars (\$675.00) per year. This rate is to be prorated on the actual number of weeks employed during the year.

**ARTICLE VIII
DIFFERENTIAL**

Section 1. There will be a shift differential of six-percent (6%) for those employees working the 1600-2400 shift and an eight percent (8%) differential for those employees working the 2400-0800 shift.

**ARTICLE IX
LONGEVITY**

Section 1. Longevity pay will be granted annually on or about December 15th in a separate check to all employees covered by this Agreement, with more than five (5) years of continuous full-time service on that date, as per the following schedule.

(a) Five years of service	2% of annual pay	\$700. Max.
(b) Six years of service	3% of annual pay	\$800. Max.
(c) Seven years of service	4% of annual pay	\$900. Max.
(d) Ten years of service	5% of annual pay	\$1,100. Max.
(e) Fifteen years of service	6% of annual pay	\$1,300. Max.
(f) Twenty years of service	7% of annual pay	\$1,500. Max.

Section 2. To receive longevity pay an employee must be in paying status as of July 1st of any year hereunder when longevity is to be paid. The date of payment shall be on or before December 15th. If any employee leaves the service of the County, in good standing, after July 1st, but prior to December 15th, such employee will receive longevity based on his or her length of service as of December 1st of the current year and pro-rated. If the employee leaves prior to July 1st, no longevity will be paid. The aforesaid percentages are payable each year of the Agreement.

**ARTICLE X
HOLIDAYS**

Section 1. The following holidays are recognized as paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Employee's Birthday, Labor Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Section 2. If a holiday falls within an employee's vacation, the employee is not charged for a vacation day and will be paid for the holiday. If an employee calls in sick on a holiday, the employee will be marked sick but not charged the sick day as long as a doctor's note is submitted within 48 hours after the sick day.

Section 3. It is expressly understood that there shall be only one day of celebration, the actual observed day.

Section 4. Employees assigned a five (5) day a week (Monday-Friday) schedule will celebrate holidays which fall on Saturdays on the preceding Friday, those which fall on Sunday will celebrate the holiday on the following Monday. All other employees will celebrate the holiday on which it is observed.

Section 5. When the Board of Chosen Freeholders declare, by formal action, a day off for all County employees those employee which are required to work such day shall be given a compensatory day off within a reasonable time after such formal action. This provision has no applicability when holidays are declared or granted pursuant to contracts with other representatives, associations, or unions.

Section 6. In addition to the above, each employee covered by the Agreement will receive forty-eight (48) personal hours annually, provided not less than seventy-two (72) hours notice is given by the employee to his or her supervisor to that fact. Personal days must be requested provided such request does not unreasonably interfere with the operation of the Department and such request is subject to the approval and authorization of the Warden or his designated representative in charge of the Department. If such days are not used during any given year, said employee will be compensated for the days not taken at his or her prevailing hourly rate of pay. Authorization for personal days requires the approval of the Warden or his designated representative in charge of the Department so that personal days do not unreasonably interfere with the operations of the Department. All accrued sick, vacation, compensatory, and personal days shall be reflected on the employee's pay stub.

Section 7. Employees will have the option of taking compensatory time in lieu of cash payment for holiday pay.

Section 8. When an employee's birthday falls on another paid holiday, (e.g. Christmas, Thanksgiving) the employee will celebrate his/her birthday, for payroll purposes, the following

day. Effective January 1, 1998, it will be entirely at the Warden's discretion whether an officer must work his/her birthday.

ARTICLE XI FRINGE BENEFITS

Section 1. All employees covered by this agreement will receive compensation for mileage of twenty eight (\$.28) cents per mile when using their personal motor vehicle in conjunction with their employment duties provided such utilization has received prior approval from the warden or his designee.

Section 2. If an employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his duty, he shall be entitled to injury leave with full pay up to six (6) months from the date of disability, during the period in which he is unable to perform his duties. The County will continue to pay an employee covered by this section by regular pay check, on the other hand, the insurance carrier will reimburse the County directly for the same. Injury-on-duty leave shall not be arbitrarily or unreasonably withheld. During this time, the employee's sick and vacation time shall continue to accumulate.

Section 3. Payment by voucher for college credits earned in job-related subjects will be made upon satisfactory completion of the course or courses and official documentation thereof. Transcripts are to be submitted prior to the end of the following semester. The County will pay twenty-five (\$25.00) dollars per credit hours as specified. The definition of a job-related subject is to be determined by the Warden.

Section 4.

(a) Existing Officers:

1. The County shall provide a clothing allowance biannually half the first week in January and half the first week in July of each year to each Officer for an annual total of \$350, for the purchase of their uniforms.

2. In addition to the annual clothing (purchase) allowance Officers shall continue to receive clothing allowance as specified in Article VII Section 8 of this agreement for uniform maintenance, which allowances may be utilized for the purchase of additional uniform gear.

3. Both the clothing (purchase) allowance and the uniform maintenance allowance specified in Article VII Section 8 shall be viewed as representing non-taxable reimbursements to the affected Officers if said allowances are supported by receipts. While officers are required to submit copies of all relevant receipts relating to the replacement, maintenance and upkeep of their uniforms to the designated County representative the transmittal of these receipts shall not be a condition precedent for receiving either the clothing (purchase) allowance or uniform maintenance allowance. If the relevant receipts total less than each payment the County, consistent with IRS regulations, shall adjust each affected Officer's withholding so as to declare any portion of said payment that is not supported by receipts as a taxable event.

4. The County shall, however, continue to give out the bi-annual clothing allowance payments without the need to produce receipts at those times subject to the prescriptions of subsection (3).

5. As of September 15, 2004, any changes in the existing uniform style or additions to the quotas that the County directs shall be paid for by the County.

(b) - Academy Officers:

1. The County will provide officers involved in Academy training with one half of their clothing allowance (\$700.00); for the purchase of uniform gear including, but not limited to, 4 pairs of pants, one basket-weave belt, 4 short sleeve shirts, 1 long sleeve shirt, 1 black tie, 1 hat, 1 hat cover, 1 sweater and one all weather coat with liner. Within one month of completing the Academy training these Officers shall receive the remainder of their allowance in the amount of \$700.00.

2. These "Academy Officers" shall be responsible for turning over all receipts, where applicable, to Special Services to justify the clothing allowance. These "Academy Officers" shall return any part of their \$1,400.00 allowance that they do not spend.

3. Officers affected in this Section will not receive another clothing maintenance check until after a minimum of 12 months has passed and in accordance with the schedule listed in 4(a) above.

4. If the County has an available uniform or uniforms (consisting, for example, of pants and both short sleeve and long sleeve shirts) the Academy officers shall accept this uniform gear and the County will be given a credit as against its \$1,400.00 clothing allowance obligation regarding new Academy Officers.

(c) The following will be the responsibility of all officers and the following quotas are to be maintained at a minimum.

Four pairs of pants, one basket-weave belt, four short sleeve shirt, one all weather coat and liner, one sweater, one long sleeve shirt, one black tie, one hat, and one hat cover. One puncture proof vest shall be supplied separately by the County at the County's expense.

(d) - Miscellaneous items to be supplied by the County;

One breast badge, one hat badge, one C.C.D.C. (collar brass), two name-plates, one ID card and service bars, where applicable. Special Services shall be required to stock the aforementioned miscellaneous items to promptly provide the equipment at issue without any unnecessary delays.

(e) - Periodic Inspections:

The parties have agreed that the County may designate a Superior Officer to conduct periodic inspections of officer's uniforms. If an Officer does not satisfy the uniform standards in the sole opinion of this Superior Officer, that Officer may be appropriately and progressively disciplined. These disciplinary actions will not be grievable. It is understood that this article has been agreed to by the PBA in return for the County not requiring an officer to forfeit the portion of that officer's clothing allowance that he/she might not have utilized during a particular year.

Section 5. The County may continue self-insurance or place its insurance coverage with an insurance carrier, so long as substantially similar benefits as exist under the 1979 Contract are provided. In the event the County decides to change insurance carrier or programs, the County will notify and consult with the Association prior to such change. The health insurance coverage and prescription plan to be provided during the contract period will be maintained as detailed in Article XXVI.

Section 6. Any employee on injury leave, resulting from injury on duty, shall continue to accrue sick leave and vacation credits while his name remains on the payroll.

Section 7. Each employee has the option to sell accumulated compensatory time to the County at the end of each quarter in any given year, provided such employee furnished the County with written notice exercising said option not less than two (2) weeks prior to the end of such quarter.

Section 8. The County shall pay to the Association Four Hundred and Fifty Dollars (\$450.00) effective January 1, 1999 for the purposes of Health and Welfare Plan to be established and administered by the Association. The Association will furnish an audited report concerning the Health and Welfare Plan by June 30th of each year of the contract.

ARTICLE XII PERSONNEL REGULATIONS

Section 1. Duty rosters shall be prepared each day by the shift commanders and posted, specifically setting forth the assignments of each employee by name and title.

Section 2. All employees shall receive an evaluation at the end of each six (6) month period of their performance, consisting of learning abilities, initiative, dependability, ability and willingness to follow directions and the rules of the Department of Corrections as revised for promotional purposes. Evaluation reports shall be prepared concerning same and shall become part of their files with a copy thereof given to each employee.

Section 3. In addition to the aforesaid evaluation, each new employee will be evaluated every sixty (60) days during his probation period in accordance with the New Jersey Department of Personnel Rules and Regulations.

Section 4. When openings exist in the various job titles covered herein or in titles covered herein or in titles higher than same, qualifications for such various titles or promotions shall be written so as to consider comparable qualifications of all individuals employed in the Department wherever situated and in accordance with New Jersey Department of Personnel Classifications and Rules and Regulations.

ARTICLE XIII

SICK LEAVE WITH PAY

Section 1. Permanent and full-time employees in the County service will be entitled to the following sick leave of absence with pay:

(a) One (1) day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean the absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, or exposure to a contagious disease, or a short period of emergency attendance, not to exceed five (5) working days with an ill member of his/her family requiring the presence of the employee. Any emergency attendance with an ill family member, in excess of five (5) working days, will be considered on an individual basis by the Warden or his designee. (Immediate family is defined Section 2 hereafter.)

(b) If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable evidence on a prescribed form. The nature of the illness and length of time the employee was or will be absent must be stated on doctor's certificate.

(c) At the discretion of the supervisor, any employee seeking sick leave may be required to submit medical evidence to said supervisor. If sick leave is not approved, the time involved in which the employee was absent shall be charged to his/her vacation credit, if any, provided the employee, and the employer, to wit, the Warden or his designee, agree. Otherwise, he/she will suffer loss of pay for any such unauthorized time.

(d) An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave aforesaid will notify his/her supervisor by telephone or personal message at least one hour prior to the beginning hour.

(e) Sick leave by reason of quarantine or exposure to a contagious disease may be approved on the certification of the local Health Department.

(f) The total years of service after permanent appointment of any employee in the classified title by New Jersey Department of Personnel shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in

accordance with prevailing New Jersey Department of Personnel Rules and Regulations during this Agreement.

Section 2. Immediate family is defined as:

- (a) Mother and Father
- (b) Mother-in-law and Father-in-law
- (c) Brother and Sister
- (d) Spouse
- (e) Children, Foster Children or Grandchildren of the employee.
- (f) Grandmother and Grandfather

Section 3. Upon retirement or resignation, an employee may sell to the County his or her accumulated sick leave days, provided that said employee has worked for the County not less than ten (10) years. All accumulated sick leave will be paid to the estate of an employee who dies who meets the ten (10) years requirement.

Section 4. Effective January 1, 1997, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1st of the following year pursuant to Article 16 Vacation. All vacation leave taken in that year shall be initially charged against their additional earned vacation leave, and then against earned vacation leave. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost.

ARTICLE XIV LEAVE OF ABSENCE

Section 1. New Jersey Department of Personnel - Leave of Absence for permanent employees shall be granted as provided in New Jersey Department of Personnel Statutes, Rules and Regulations except as otherwise set forth herein. Leaves will be given in accordance with the New Jersey FLA and FMLA.

Section 2. Temporary Military Leave of Absence - An employee who is a member of the National Guard or Reserves of any military branch of the United States and is required to undergo training shall be granted a leave of absence with pay for the period of such tour of duty, but not exceed two (2) weeks, unless a longer period is ordered by his or her commanding

officer. Such leave of absence with pay will be in addition to the official notice from his commanding officer prior to the effective date of such leave.

Section 3. Military Leave of Absence - A permanent employee who enters upon active duty with military or naval service in time of war or emergency shall be granted a leave of absence without pay of the period of such service and three (3) months thereafter, and as further prescribed in Rule 4:1-17.3 of the New Jersey Department of Personnel Rules and Regulations.

Section 4. Emergency and Special Leave - An employee shall be given time off without loss of pay when:

(a) Commanded to appear as a witness and not a party before a Court, legislative committee, or judicial or quasi-judicial body. Said employee may retain any stipend received for such appearance.

(b) Performing emergency civilian duty in relation to National Defense or other emergency when so directed by the Governor of the State of New Jersey or the President of the United States.

(c) Performing Honor Guard duties at the direction of the Warden.

(d) When summoned to perform jury duty. When excused early, employees assigned to day shift will have one (1) hour to report to their shift commander in full uniform of the day and complete their assigned tour of duty. When excused early, employees assigned to the 4-12 shift or midnight shifts will report for duty at their regular starting time, but will leave early based on the number of hours served at jury duty.

Section 5. Return - Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the existing rate of pay, with no loss of seniority and no loss of other employees rights, privileges, or benefits.

Section 6. Official Duties - Officers of the Association will be given leaves of absence with pay to perform official duties of the Association subject to the following:

(a) Provided such activities relate to employment.

(b) Provided the Warden is given not less than five (5) days notice of such intended leave, if possible. If less than five (5) days notice is given, it shall be necessary for the Association to show that five (5) days could not be given.

(c) Provided the names of shop stewards are contained on the list furnished by the Association to the Warden.

(d) Excused Association Officers not to exceed five (5) in number.

(e) Provided such leave does not unreasonably interfere with the work performance and efficiency of the Department.

Section 7. Maternity Leave - A request for leave will be made in writing, no later than the third (3rd) month. Except for reasons of health or inability to perform her job, the pregnant employee will be permitted to work provided the attending physician approves and so advises in writing. Such employee will be granted earned and accumulated sick leaving during the time prior to the expected birth. Additional time beyond the one month period will be granted upon presentation of a doctor's certificate setting the necessity thereof.

ARTICLE XV FUNERAL LEAVE

Section 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay but in no event to exceed the number of consecutive working days noted below, one of which shall be the day of death or the day of funeral:

- (a) Fifty-six (56) hours in case of death of spouse, foster child, mother, or father.
- (b) Thirty-two (32) hours in case of brother or sister.
- (c) Twenty-four (24) hours in case of death of grandfather, grandmother, grandchildren, mother-in-law, or father-in-law.
- (d) Sixteen (16) hours in case of death of brother-in-law or sister-in-law.

ARTICLE XVI VACATIONS

Section 1. Permanent full-time employees in the Department of Corrections will be entitled to the following annual vacation with pay:

- (a) During the employees first year of employment, he/she will receive eight (8) hours per month of service. From the commencement of the second year, to the completion of the

fifth year, ninety-six (96) hours. From the commencement of the sixth year, to the completion of the 12th year, one hundred twenty (120) hours. From the commencement of the 13th year to the completion of the 20th year, one hundred sixty (160) hours. From the commencement of the 21st year to the completion of the 25th year, one hundred eighty four (184) hours. From the commencement of the 26th year and thereafter, two hundred eight (208) hours. The commencement of any year will be the anniversary hire date of the individual employee for computation purpose. Temporary full time employees in the County service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Permanent part-time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule; employees on a daily or seasonal basis are not eligible for vacation leave.

Section 2. Vacation leave should be taken during the current calendar year, and reasonable efforts will be made to give the employee the time of his choosing unless the Warden, at his sole discretion, determines that the vacation cannot be taken in the second year because of the pressure of work, the employee will be paid for his vacation at his then current rate of pay.

Section 3. Employees will be allowed to use unaccrued vacation time in anticipation of continued employment provided that such time is scheduled time, with approval of their supervisor.

Section 4. If an employee dies having vacation credits, a sum of money equal to the compensation figures on his salary rate at the time of death shall be calculated and paid to his estate.

Section 5. Vacation time cannot be used for sick time without the express written consent of the employee.

Section 6. A time off calendar will be posted at the shift commander's office 24 hours a day for all to see. The calendar will be updated with primary vacations three (3) times a year. At no time will more than two (2) weeks be granted off.

(a) From November 1st to November 30th, vacation time will be bid on by seniority for the ensuing year. Each employee will have the opportunity to request up to two (2) occurrences of vacation during this time period. However, collectively the two (2) requests cannot exceed eighty (80) hours. An occurrence will be defined as consecutive days taken with no days worked in between.

(b) This process will be repeated from March 1st to March 31st for remainder of the year. However, no more than forty (40) hours may be requested at this time.

(c) This process will be repeated from July 1st to July 31st for the remainder of the year. However, no more than forty (40) hours may be requested at this time.

(d) After all employees have bid on their primary vacation, employees may put in request for selective vacation and administrative days. Requests received prior to the 15th of the month will be granted by seniority. Requests received after the 15th will be granted on a first come first served basis.

(e) Compensatory time will be bid for on a rotating basis. Requests will be accepted the month prior to the date(s) in the month requested. The list will be set up from senior employee down to junior employee. Requests will be granted for whomever is the highest on the list to the lowest on the list. Once compensatory time has been granted, the name of the employee will be moved to the bottom of the list.

(f) Requests received after the aforementioned deadlines will be granted on a first come first served bases.

ARTICLE XVII WORK RULES

Section 1. The employer may establish reasonable and necessary rules of work and conduct for employees, which rules will be equitably applied and enforced. Such rules will be posted on all employees bulletin boards no later than ten (10) days prior to their effective date, except in those cases where the Warden declares an emergency. Each employee will initial said notice and each shift will be briefed by its supervisor.

ARTICLE XVIII SAFETY AND HEALTH

Section 1. The County will maintain safe and healthful work conditions at all times and will provide employees with any wearing apparel, tools, or devises reasonably necessary in order to ensure their safety and health.

Section 2. The County and Association will designate a safety committee member for each shift or representation. It shall meet periodically as necessary to review the conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Association shall be permitted, upon prior notice and with an authorization of the County's designated representative, a reasonable opportunity to visit work locations throughout the County's facility where employees covered by this Agreement perform their duties, for the purpose of investigating safety health conditions during working hours with

no loss of pay for periods not to exceed three (3) hours per week, unless additional time is authorized by the Warden.

Section 3. Employees must wear all safety equipment provided by the County. Failure to do so shall subject the employee to possible disciplinary action.

Section 4. All officers assigned to one man posts shall be supplied with handcuffs and O.C. spray.

ARTICLE XIX GRIEVANCES

Section 1. It is the policy of the County of Camden and Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Informal settlements at any step will bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2.

(a) The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of this Agreement, any County policy governing the Association, or any administrative decision affecting any member or members of the Association. However, all disciplinary matters will be handled under the present provisions of New Jersey Department of Personnel and Statutory Requirements and will not be processed under the grievance procedure.

(b) An aggrieved Party is any employee or group of employees who submit a grievance or on whose behalf it is submitted.

Section 3. Submission of Grievances - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement (other than disciplinary matters noted in Section 2 (a) above) and shall be followed in its entirety unless any Step is waived by mutual consent.

(a) Before submission of written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and general the grievance and redress sought by the aggrieved party.

(c) The aggrieved of the Association shall institute action under the provisions hereof within fifteen (15) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the County Officials for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

(d) An employee or group of employees may submit a grievance which affects them personally and shall submit same to the Warden through the Association.

Section 4. Grievance Procedure

(a) The Warden shall respond in writing within ten (10) work days to each grievance received. If an aggrieved party is not satisfied with the response of the Warden, such aggrieved party may submit a copy of the grievance to the Camden County Labor Relations Committee. Or, if there is no response received from the Warden within the ten (10) working days the grievance is submitted, such aggrieved party may resort to his legal limits including, but not limited to, seeking relief from P.E.R.C. and/or filing an unfair labor practice.

(b) The Camden County Labor Relations Committee, when applicable, or its designated representative shall, upon request, confer with the aggrieved parties with respect to grievance and shall deliver to them a written statement of the County's position concerning it no later than ten (10) work days after it is received.

Section 5. Rights of Employees

(a) Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

(b) If the employee is dissatisfied with the decision of the Camden County Labor Relations Committee the employee or Association may request the appointment of an arbitrator, with such request to be made known to the Warden no later than two (2) weeks after the Camden County Labor Relations Committee's decision is received by the employee or his representative.

(c) The County will provide legal defense for employees covered under this agreement in any action or legal proceeding arising out of the employee's performance of his/her duties other than for conduct contrary to County or Institutional policy, for defense in a disciplinary proceeding instituted against him/her by the County or for any criminal charges brought against the employee by any law enforcement or investigatory agency.

Section 6. Arbitration Procedure

(a) In the selection of an arbitrator, the parties will make a unilateral or joint request to the Public Employment Relations Commission and will be bound by the rules, regulations, and procedures of P.E.R.C. in the selection of an arbitrator.

(b) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision of the Camden County Relations Committee. If the Association or the aggrieved elects to pursue legal remedies provided under the New Jersey Department of Personnel, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The costs of the service of the arbitrator shall be borne equally between the Association and the county. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The arbitration will be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and of the United States, and be restricted to the application of the facts and issue submitted to him involved in the grievance and shall consider it and nothing else. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties.

(e) The Camden County Labor Relations Committee, the Warden and the Aggrieved employee and his representative will receive copies of the arbitrator's written decision.

Section 7. Miscellaneous

(a) The failure at any state of the aforesaid procedures to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next stage.

(b) The failure at any stage of the aforesaid procedures to appeal a grievance to the next stage within the specified time limits shall be deemed to be an acceptance of the decision rendered at that stage.

(c) Employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance shall have been fully determined.

ARTICLE XX RIGHTS OF AGENT

Section 1. Representatives of the Association may be permitted to transact Association business on County property, provided the Representatives give prior notice to and obtains prior authorization of the Warden to conduct such business, and further provided that this does not unreasonably interfere with or interrupt normal County operations as determined by the Warden.

Section 2. The Association will have use of bulletin boards in the employees' lounges. Should the County object to any posting of materials, the Association agrees after being informed that it shall be removed. The County also agrees to supply a security-type plexiglass enclosed bulletin board for the aforementioned use.

Section 3. The PBA President shall be assigned to the day shift.

ARTICLE XXI EQUAL TREATMENT

Section 1. The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

Section 2. The County and Union agree that all employees covered under this agreement have the right to form, join and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXII MAINTENANCE OF OPERATIONS

Section 1. The Union hereby covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. , the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part

from the full faithful, and proper performance of the employees duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by a Union member may be deemed grounds for termination of employment of such employee or employees.

Section 3. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section 4. Nothing contained in this Agreement shall be construed to limit to restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

Section 5. The County agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXIII MANAGEMENT RIGHTS

Section 1. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of foregoing, the following rights:

- (a) The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
- (b) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
- (c) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time to deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

(d) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

(e) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be ineffective or nonproductive.

(g) The County reserves the right with no regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

Section 2. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with the Constitutions and Laws of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R. S. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XXIV FULLY BARGAINED AGREEMENT

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of the bargainable issues which were or could have been the subject of negotiations during the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV GENERAL PROVISIONS

Section 1. Should any portion of the Agreement be held unlawful or unenforceable by any court or competent jurisdiction, such decision shall apply only to the specific portion of the Agreement affected thereby.

Section 2. It is agreed that the Board of Chosen Freeholders and the Association may meet from time to time upon the reasonable request of either party to discuss matters of general interest and concern. Such meetings shall be initiated by the written request of either party which shall reflect the precise agenda of the meeting. A seven (7) day advance notice of such meeting is required.

Section 3. The County agrees to pay one-half the expense of printing three hundred (300) copies of this contract, i.e., two hundred fifty (250) copies for distribution to members of the Association and fifty (50) copies for the County's and the Warden's administrative use. The maximum costs for such printing shall be one hundred seventy-five-dollars (\$175.00) for Contracts covering 2003 through 2005.

Section 4. The County agrees to make pension deductions bimonthly in two (2) equal amounts.

Section 5. Payday shall be Thursday for all employees covered under this Contract.

ARTICLE XXVI INSURANCE

Section 1. Effective the signing of this Agreement, the prescription co-pay shall be:

<u>Base Salary</u>	<u>Co-Pay</u>
\$30,000 to \$50,000	\$6 Brand Name (retail or mail order) \$2 Generic (retail or mail order) \$7 For any maintenance drug if not mail order after 3 months
\$50,000 to \$70,000	\$8 Brand Name (retail or mail order) \$4 (retail or mail order) \$10 For any maintenance drug if not mail order after 3 months
Over \$70,000	\$11 Brand Name (retail or mail order) \$6 Generic (retail or mail order) \$10 For any maintenance drug if not mail order after 3 months

For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.

Section 2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the State formulary list and the doctor does not specify that only a brand name may be

used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.

Section 3. Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.

(a) Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.

(b) Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by case basis.

(c) Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.

(d) Dependents in all plans may remain covered until he/she is 19 if not in school or 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

Section 4. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County, will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

**ELECTIVE PROCEDURES REQUIRING
SECOND OPINION**

- | | |
|---------------------|---|
| 1. Bunionectomy | 7. Spinal and Vertebral Surgery |
| 2. Cataract Removal | 8. Ligation and Stripping of Varicose Veins |
| 3. Hemorrhoidectomy | 9. Mastectomy or other Breast surgery |
| 4. Herniorrhaphy | 10. Prostatectomy |
| 5. Hysterectomy | 11. Submucous Resection |
| 6. Knee Surgery | 12. Tonsillectomy and/or Adenoidectomy |

13. D & C (Dilation and Curettage)

Section 5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certified in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PREFORMED ON AN OUTPATIENT BASIS

- | | |
|---------------------------------------|---|
| 1. Tonsillectomy and/or Adenoidectomy | 10. Ligation and Stripping of
Varicose Veins |
| 2. Cataract Removal | 11. Mastectomy or other
Breast Surgery |
| 3. D & C (Dilation & Curettage) | 12. Prostatectomy |
| 4. Hemiorrhoidectomy | 13. Vasectomies |
| 5. Herniorrhaphy | 14. Bronchoscopy |
| 6. Hysterectomy | 15. Minor Fractures |
| 7. Tubal Ligation | 16. Bunionectomy |
| 8. Knee Surgery | |
| 9. Spinal and Vertebral Surgery | |

Section 6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefits program, such pre-admission testing must be performed on an out-patient basis unless the participants doctor certifies in advance to the programs' administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

Section 7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.

Section 8. Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which result in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon

the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100.00 per bill.

Section 9. When any payment is made under the County's self-Insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreement to this effect as appropriate.

Section 10. All participants currently retired from the County and those who retire from the County with less than twenty-five (25) years of service with the County, but more than five (5) years of service with the County shall continue to receive all health benefits in accordance with Article XI, Section 5 and at the same cost to the participant as currently exists. All employees who, beginning sixty (60) days after the execution of this Agreement, retire from the County with five (5) years of service or less with the County as of their date of retirement shall be entitled to receive all health benefits as set forth in Article XI, Section 5 at a cost of fifty percent (50%) of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis. Any participant which is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

(a) The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his/her spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement.

(b) The County will pay health insurance premiums for a plan providing benefits are required in Article XI, Section 5 above for a County employee who has retired after twenty-five (25) years of service with the County.

All employees who retire after March 19, 1995, but before January 1, 1998, shall be entitled to receive all health and prescription benefits as set forth in Article XI, Section 5 at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with premium cost established by the County and adjusted on an annual basis:

Years of County Service	Participant Co-Pay
0 - 5 years	COBRA Coverage Only
5 - 10 years	15%
10 - 25 years	10%
25 or more years	0%

Effective January 1, 1998, new retirees will pay the following percentages of the health and prescription premiums:

Years of County Service	Participant Co-Pay
0 up to 10 years	COBRA Coverage Only
10 years up to 15 years	25%
15 years up to 20 years	20%
20 years up to 25 years	10%
25 years or more	0%

Effective as of the signing of the agreement, retirees will pay a portion of health and prescription premiums according to the following schedule:

Years of County Service	Participant Co-Pay
0 up to 10 years	COBRA Coverage Only
10 years up to 15 years	30%
15 years up to 20 years	25%
20 years up to 25 years	15%
25 years or more	0%

Retirees eligible for benefits are only those:

- A. Who have retired on a disability pension. Those retirees on an ordinary disability pension will pay or not pay according to the above scales; or
- B. Who have retired after 25 years or more of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement. Such eligible retirees will pay or not pay according to the above scales or;
- C. Who have retired and reached the age of 62 years or older with at least 15 years of service with the employer. Such eligible retirees shall pay or not pay according to the above scales.

Employees hired on or after January 1, 1992, will be required to pay according to the following scale towards health and prescription premiums effective the signing of this Agreement:

First Year of Employment	15%
Second Year	12%
Third Year	9%
Fourth Year	6%
Fifth Year	3%
Sixth Year	0%

Employees hired on or after November 18, 1997 will be required to pay the following scale towards health and prescription premiums:

First Year of Employment	20%
Second Year	18%

Third Year	16%
Fourth Year	14%
Fifth Year	12%
Sixth Year	10%
Seventh Year	9%
Eighth Year	4%
Ninth Year	0%

Employees hired after September 7, 2004 will be required to pay the following scale towards health and prescription premiums:

<u>Years of Service</u>	<u>Percentage</u>
1	20%
2	20%
3	20%
4	17%
5	17%
6	13%
7	13%
8	10%
9	10%
10	10%
11	10%
12	0%

All deductions are limited to a maximum 5% of an individual's base gross pay. A Section 125 Premium Conversion Plan (pre-tax new employee contributions) shall also be implemented by the employer.

Section 11. Effective November 18, 1997, benefits for chiropractic care under the County's Self-Insured Health benefits Program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.

Section 12. Effective November 18, 1997, the County Self-Insured Health Benefits Program will change from coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or duplicate delete retiree's claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover as if it were the primary plan.

Section 13. Effective November 18, 1997, mental health, and substance abuse benefits under the County's Self-Insurance Health Benefits Program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.

Section 14. Effective November 18, 1997 all hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-Certification Administrator. Denial decisions by the Pre-Certification Administrator may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedures. If any employee does not follow this procedure, the County's Self-Insured Plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

Section 15. All HMO and PPO co-pays shall be increased to \$10 for primary care visits and \$15.00 for a specialist per visit effective September 7, 2004.

Section 16. Any employees covered by this Agreement may choose, in writing, during the open enrollment period, to participate in the "Optional Health benefits Program." Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage. There is no opt out for spouses or relatives where one is a dependent if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.

(a) If an employee chooses to participate in this program the incentive paid shall be as follows:

<u>Type of Coverage Opted Out</u>	<u>Amount</u>
<u>Prescription Benefits</u>	
From Family to no coverage	\$90
From Parent/Child to no coverage	\$55
From Single to no coverage	\$35
From Family to Parent/Child	\$40
From Family to Single	\$60
From Parent/Child to Single	\$25

Health Benefits

From Family to no coverage	\$330
From Parent/Child to no coverage	\$200
From H/W to no coverage	\$250
From Single to no coverage	\$120
From Family to Parent/Child	\$150
From Family to H/W	\$90
From Family to Single	\$220
From Parent/Child to Single	\$80
From H/W to Single	\$140

(b) Employees who opt to participate in this program must do so for minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of cessation of the spouse's coverage restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Health benefits Plan for the remainder of that year. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. Where an employee participated in the program for less than one (1) year, the County shall be entitled, through payroll deductions, to recoup the prorated balance of the incentive paid. The employee shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.

(c) The incentive payment provided above shall be paid equally in monthly payments and appropriate deduction shall be made from the gross amount.

(d) The optional health benefits program provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.

(e) The optional health benefits program set forth above shall be extended to the County's self-funded prescription program. Employees who drop such premium costs, paid in equal monthly installments, under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.

(f) The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.

Section 17. The County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.

Section 18. Effective the signing of this Agreement, all employees will have the choice of enrolling in the Preferred Providers Program (PPO) pursuant to the plan description in effect January 1, 1999, or any of the HMOs. The traditional, self-insured indemnity plan will not be an option. The County agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional, self-insured indemnity plan. A location that is not covered by the network is defined for purposes of this clause as one that is 20 or more miles away from a network physician and/or hospital.

Section 19. Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event.

Section 20. If an employee dies while in the employ of Camden County, his/her spouse and dependents shall be eligible for health and prescription coverage at the same rates listed for retirees.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2005.

This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, State of New Jersey, on this ____ day of _____.

P.B.A. LOCAL NO. 351

CAMDEN COUNTY
BOARD OF CHOSEN FREEHOLDS

President

Director of the Board

Witness

Clerk of the Board

Eric M. Taylor, Warden